



SIXTH AMENDMENT TO  
CONTRACT FOR ELECTRIC SERVICE  
(CONTRACT # E0299001)

This Sixth Amendment to Contract for Electric Service ("Sixth Amendment") is made and entered into effective January 1, 2020 ("Effective Date"), by and between Dominion Energy South Carolina, Inc. f/k/a South Carolina Electric & Gas Company (the "Company" or "DESC") and DAK Americas LLC (the "Customer").

RECITALS

A. Company and Eastman Chemical Company, South Carolina Operations (formerly known as Carolina Eastman Division, Eastman Chemical Company and as Eastman Chemical Company through its Voridian Division) ("Prior Customer") entered into a Contract for Electric Service effective January 1, 1999 (the "Original Contract"), as amended on January 2, 2003 (the "First Amendment") and June 1, 2010 (the "Second Amendment") for the provision of electric utility service to its Sandy Run Plant located at 570 K Avenue, Gaston, SC 29053-8256 ("Premises"). On January 25, 2011, Prior Customer assigned and Customer assumed the Original Contract, as amended by the First Amendment and the Second Amendment, pursuant to that certain Assignment and Assumption Agreement (the "Third Amendment"). Company and Customer entered into an Amendment effective June 1, 2013 (the "Fourth Amendment"), and December 1, 2014 (the "Fifth Amendment") regarding the provision of electric utility service to the Premises.

B. Since the Contract was originally entered into, the Company has changed its name from South Carolina Electric & Gas Company to Dominion Energy South Carolina, Inc.

C. The Original Contract, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, and this Sixth Amendment, together with any documents expressly incorporated in the Original Contract, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, and this Sixth Amendment, are referred to herein collectively as the "Contract". The Contract constitutes the sole and entire agreement between the parties and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the same services.

D. Customer has requested and Company has agreed to make certain changes in the Contract.

Now, therefore, for and in consideration of the mutual promises contained herein, the parties, intending to be legally bound, agree as follows:

CONTRACT

1. The recitals set forth above are an integral part of this Sixth Amendment. All defined terms used in this Sixth Amendment shall have the same meaning as in the Original Contract unless otherwise specified.

2. AGREEMENT, Paragraph 3, Page 2 of 3 of the Fifth Amendment, is deleted in its entirety and replaced with the following:

BM

SRB

FERNANDO GOMEZ



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SC PUBLIC SERVICE COMPANY



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For the purposes of this Contract, the Customer Base Line (CBL) determination as described on Page 2 of 3 of Rate 27 shall be set using [REDACTED]

[REDACTED] This determination will be made at the beginning of each of the additional five (5) years of this Amendment.

3 AGREEMENT, Paragraphs 4 and 5, Page 2 of 3 of the Fifth Amendment, are deleted in their entirety and replaced with the following:

The term of this Sixth Amendment shall be effective for five (5) years beginning January 1, 2020 through December 31, 2024.

Except as modified by this Sixth Amendment, the Original Contract and the Amendments are ratified and confirmed in all respects.

IN WITNESS WHEREOF, Company and Customer have executed this Sixth Amendment effective as of the day and year first above written.

DAK AMERICAS LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Signed: Wednesday, December 11, 2019

DAK AMERICAS LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

  
Alejandro Guillerez

VP Corporate Administration

Signed: Tuesday, December 10, 2019

DOMINION ENERGY SOUTH CAROLINA, INC.



By: \_\_\_\_\_

Signed: Wednesday, December 11, 2019

Name: Daniel F. Kassis

Its: VP, Customer Relations & Renewables  
Authorized Representative

BM 523 FERNANDO GOMEZ

Signed: Monday, December 9, 2019